



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 528-2010

**REMOVAL COLLECTION AND RECYCLING OF APPLIANCES CONTAINING OZONE
DEPLETING SUBSTANCES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REMOVAL COLLECTION AND RECYCLING OF APPLIANCES CONTAINING OZONE DEPLETING SUBSTANCES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 9, 2010.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

(b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
(a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
(b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
(c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
(d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two (2) or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have a sufficient number of staff trained and certified in the removal of ozone depleting substances in accordance with the Manitoba Ozone Protection Industry Association (MOPIA).

B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- (b) Dispose of Ozone depleting substances shall be in accordance with E6.

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices for Alternative A and B (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B8.4 (pass/fail);
 - (c) Bid Price and;
 - (d) economic analysis of any approved alternative pursuant to B5;
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded on the basis of:
- (a) Alternative A – Appliances from Brady Road and Residential Locations ; or
 - (b) Alternative B – Appliances from Brady Road and White Goods from Residential Locations ;
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B13.5.1 Notwithstanding B8.1, the Bidder shall bid on each alternative.
- B13.5.2 Notwithstanding B14.3, the City shall have the right to choose the alternative that is in its best interests.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of removal collection and recycling of appliances including those containing ozone depleting substances for the period of award until August 31, 2011, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on September 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Alternative A – collection and recycling of appliances containing ozone depleting substances from residential premises and from the storage area located at the Brady Road Landfill, and
- (b) Alternative B – collection and recycling of appliances containing ozone depleting substances from residential premises and from the storage area located at the Brady Road Landfill and including the collection of white goods from residential properties.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**White Goods**" means large household appliances as stoves, dryers, washers formerly finished in white enamel, but now often coloured;
- (c) "**Ozone Depleting Substance**" are human made chemicals comprised of chlorine, fluorine, and bromine and are responsible for destroying the stratospheric ozone layer and are significant contributors to global warming. Ozone depleting substances include, but are not limited to; chlorofluorocarbons, hydrochlorofluorocarbons, bromofluorocarbons (halons) methyl chloroform, carbon tetrachloride, and methyl bromide.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Darcy Strandberg
Solid Waste Process Coordinator
Water and Waste
109 – 1199 Pacific Avenue
Winnipeg MB R3E 3S8
Telephone No. (204) 986-5108
Facsimile No. (204) 774-6729

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and

products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to remove appliances at the Brady Road Landfill as identified in with D2 and accordance within the time specified in E5.2, the Contractor shall pay the City two hundred and fifty dollars (\$ 250.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D11.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D12. SAFETY

D12.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D12.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D12.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D13. EMPLOYEE BEHAVIOUR AND SUPERVISION

D13.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication;
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the services provided under the Contract.

D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s);
- (d) description and quantity of services provided;
- (e) types of appliances collected;
- (f) scale weight of appliances removed / recovered as identified in Alternative A and B from the Brady Road Landfill site;
- (g) weight of residential goods will be based on estimated average weights of units identified in contractors submission list.

(h) total quantity of ozone depleting substance recovered.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month within twenty (20) Calendar Days of the end of the month

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

Also a copy shall be sent to the Contract Administrator shown in D4.1.

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of appliances collected;
- (e) Brady /road weigh tickets receipts;
- (f) the amount payable with GST and MRST shown as separate amounts;
- (g) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 Bids Submissions must be submitted to the address in B6.7.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SW-AP01 A	Collection Areas
G-SW-0001-01	Brady Road Landfill

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. SERVICES

E2.1 The Contractor shall collect and dispose of appliances containing ozone depleting substances as identified under Alternative A or Alternative B, in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall collect and dispose of all white goods as identified under Alternative B, in accordance with the requirements hereinafter specified.

E2.1 Removal of ozone depleting substances from appliances located at residential premises qualifying for bulky waste collection under the terms of the City of Winnipeg Solid Waste By-law No. 1340 / 76 and most recent amendments thereto as identified in Alternative A.

E3. CONTRACT QUANTITIES

E3.1 The following table is the quantities of appliances and A/C collected in 2009 by month:

Month in 2009	Brady Road Landfill	Residential Requests
January	272	38
February	26	17
March	194	40
April	165	47
May	339	61
June	365	69
July	603	100* (average estimation)
August	314	130* (average estimation)
September	289	130* (average estimation)
October	239	130* (average estimation)
November	415	60* (average estimation)
December	71	55* (average estimation)

TOTALS	3292	887

NOTE: Estimated quantity of White Goods for residential pick up is one thousand (1000) units / yearly.

E4. APPLIANCE AND WHITE GOODS COLLECTION AT RESEDENTIAL PREMISES

- E4.1** The Contract Administrator will notify the Contractor of all required appliance and white goods removals by phone, facsimile or electronic means on a weekly basis.
- E4.2** The Contractor shall collect the required appliances in accordance with the Ozone Depleting Appliance Pickup Drawing (SW-AP01 A). Collections are scheduled for three (3) days a week, **Tuesday, Wednesday, and Thursday**, including all holidays except for the one (1) -week period between December 25 and January 1 and Remembrance Day. All requests for collection received forty-eight (48) hours prior to the next scheduled collection day shall be collected on that scheduled collection day. Requests received after this time period shall be collected on the following scheduled collection day.
- E4.3** If in the event the requested item is not located at the residential premise indicated on the service request at the time of collection, the Contractor shall place a notice (to be supplied by the City) in the customer's mailbox; with a copy to the City indicating that the collection was attempted but unsuccessful.
- E4.4** The Contractor will not be required to enter a residence to remove appliances.
- E4.5** The contractor shall remove ozone depleting substances including appliances that are contaminated (containing food substances or other materials within the appliance).

E5. APPLIANCE COLLECTION AT BRADY ROAD LANDFILL

- E5.1** There is a designated storage area available at the Brady Road Landfill Site for public appliance disposal purposes.
- E5.2** The Contractor shall remove all ODS (ozone depleting substances) appliances from the storage area at the landfill a minimum of twice (2) per week. The Contract Administrator may direct the Contractor to remove appliances from the storage area on a more frequent schedule. The Contractor will respond within forty eight (48) hours after notification for appliance removal as identified in D10.1.
- E5.3** The Contractor will be required to weigh their vehicles at the scale both on entrance and exit to the storage area to remove appliances. A receipt signed by the Landfill Foreman must be completed prior to the Contractor leaving the Landfill, verifying the appliances removed. This receipt and weight ticket will be attached to the invoices and copies required that are issued to the Contract Administrator.
- E5.4** At the Contractor's option, the extraction of ozone depleting substances may occur in the storage area, and the appliances may be moved directly to the Site's designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E6.3 and E7.3.
- E5.5** The contractor shall remove ozone depleting substances including appliances that are contaminated (containing food substances or other materials within the appliance).
- E5.6** The Contractor must abide by all Site safety regulations when performing work at the Brady Road Landfill.

E6. OZONE DEPLETING SUBSTANCE REMOVAL AND DISPOSAL

- E6.1 The Contractor shall extract all ODS (ozone depleting substances) from residential appliances such as refrigerators, freezers, air conditioners and humidifiers in accordance with the Manitoba Ozone Depleting Substances Act, Regulation No. 103 / 94.
- E6.2 Extraction may be performed at the point of collection or at a suitable location provided by the Contractor.
- E6.3 After the extraction of ozone depleting substances, the Contractor must affix a sticker, approved by the Province of Manitoba Department of Environment, to each appliance certifying that the ozone depleting substances have been extracted.
- E6.4 The Contractor shall remove and store the extracted ozone depleting substances in accordance with the Manitoba Ozone Depleting Act No. 103 / 94.
- E6.5 The Contractor shall bear any costs, or retain any payment obtained from the storage and disposal of recovered ozone depleting substances.
- E6.6 The Contractor shall arrange for the training and certification of a sufficient number of their personnel in the extraction of ozone depleting substances. Information on training and certification is available from Manitoba Protection Industry Association Inc. (M O P I A's) website: www.mopia.ca.

E7. APPLIANCE AND WHITE GOODS DISPOSAL

- E7.1 After extracting the ozone depleting substance, the Contractor is required to immediately transport and dispose of the appliance.
- E7.2 The following is a list of suitable locations for disposal:
- (a) The Brady Road Landfill;
 - (b) A scrap metal dealer;
 - (c) An appliance repair company;
 - (d) A used appliance dealer.
- E7.3 The City will **not** charge a landfill tipping fee at the Brady Road Landfill for the disposal of appliances, certified by a sticker in accordance with E6.3.
- E7.4 The Contractor shall bear any costs, or retain any payment obtained from the disposal of appliances other than at the Brady Road Landfill.

E8. SERVICE STANDARDS

- E8.1 One of the goals of the Solid Waste Services Division is to provide excellent service to its customers.
- E8.2 In order to determine the level of service being provided, the City operates a Call Center and tracks service deficiencies and other calls from its customers. Every call to the Call Center generates a request. For the purpose of this contract, requests will be categorized into four (4) categories:
- (a) Service Deficiency,
 - (b) Call for Service,
 - (c) Same Day Miss,
 - (d) Miscellaneous.
- E8.3 Service deficiencies are typically, but not limited to, instances of:

- (a) Missed collection,
- (b) Dangerous driving,
- (c) Profanity,
- (d) Damage to private or public property,
- (e) Excessive noise.

- E8.4 Where collection has not been provided in accordance with E4.2 and a Service Deficiency is generated, and there is no record of a notice being delivered, the Contractor will be notified of the service deficiency and shall return a second time to the location for collection at no additional cost to the City. The Contractor shall remedy the service deficiency within twenty-four (24) hours of receipt, and report back to the City within forty-eight (48) hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a penalty of seventy-five dollars (\$75.00) per occurrence.
- E8.5 It is the intent of the City during the period of this contract to supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the Service Request. The City will provide software application training during this process.